

<i>SERFF Tracking Number:</i>	<i>SELC-125718786</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Selective Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>#? \$?</i>
<i>Company Tracking Number:</i>	<i>AAGL-26-08AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL ElitePac and Product Recall - WD</i>		
<i>Project Name/Number:</i>	<i>GL ElitePac and Product Recall - WD/AAGL-26-08AR</i>		

Filing at a Glance

Company: Selective Insurance Company of America

Product Name: GL ElitePac and Product Recall SERFF Tr Num: SELC-125718786 State: Arkansas

- WD

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #? \$?

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AAGL-26-08AR

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Tracy Potter

Disposition Date: 07/09/2008

Date Submitted: 07/01/2008

Disposition Status: Approved

Effective Date Requested (New): 12/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 12/01/2008

Effective Date (Renewal):

State Filing Description:

no fee required.

General Information

Project Name: GL ElitePac and Product Recall - WD

Status of Filing in Domicile:

Project Number: AAGL-26-08AR

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 07/09/2008

State Status Changed: 07/09/2008

Deemer Date:

Corresponding Filing Tracking Number: AAGL-20-08AR

Filing Description:

Please see Explanatory Memorandum under Supporting Documentation. Thank you.

Company and Contact

SERFF Tracking Number: SELC-125718786 State: Arkansas
 Filing Company: Selective Insurance Company of America State Tracking Number: #? \$?
 Company Tracking Number: AAGL-26-08AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: GL ElitePac and Product Recall - WD
 Project Name/Number: GL ElitePac and Product Recall - WD/AAGL-26-08AR

Filing Contact Information

Tracy Rossman, State Filing Specialist tracy.rossman@selective.com
 40 Wantage Ave (973) 948-1178 [Phone]
 Branchville, NJ 07890 (973) 948-4538[FAX]

Filing Company Information

Selective Insurance Company of America	CoCode: 12572	State of Domicile: New Jersey
40 Wantage Avenue	Group Code: 242	Company Type:
Branchville, NJ 07890	Group Name:	State ID Number:
(800) 777-9656 ext. [Phone]	FEIN Number: 22-1272390	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Selective Insurance Company of America	\$0.00	07/01/2008	

SERFF Tracking Number: *SELC-125718786* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *#? \$?*
Company Tracking Number: *AAGL-26-08AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL ElitePac and Product Recall - WD*
Project Name/Number: *GL ElitePac and Product Recall - WD/AAGL-26-08AR*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/09/2008	07/09/2008

SERFF Tracking Number: *SELC-125718786* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *#? \$?*
Company Tracking Number: *AAGL-26-08AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL ElitePac and Product Recall - WD*
Project Name/Number: *GL ElitePac and Product Recall - WD/AAGL-26-08AR*

Disposition

Disposition Date: 07/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval for withdrawal of forms.

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125718786 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: #? \$?

Company Tracking Number: AAGL-26-08AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: GL ElitePac and Product Recall - WD

Project Name/Number: GL ElitePac and Product Recall - WD/AAGL-26-08AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Product Recall Expense	Withdrawn	Yes
Form	Product Recall Expense	Withdrawn	Yes
Form	Product Recall Expense	Withdrawn	Yes

SERFF Tracking Number: SELC-125718786 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: #? \$?

Company Tracking Number: AAGL-26-08AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: GL ElitePac and Product Recall - WD

Project Name/Number: GL ElitePac and Product Recall - WD/AAGL-26-08AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Product Recall Expense	CG 72 14	03 98	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #: Previous Filing #: 04F-GL-54AR		WITHDRAWN CG7214.398.pdf
Withdrawn	Product Recall Expense	CG 72 15	03 98	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #: Previous Filing #: 04F-GL-54AR		WITHDRAWN CG7215.398.pdf
Withdrawn	Product Recall Expense	CG 72 16	03 98	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #: Previous Filing #: 04F-GL-54AR		WITHDRAWN CG7216.398.pdf

PRODUCT RECALL EXPENSE

COMMERCIAL GENERAL LIABILITY
CG 72 14 03 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. But if a loss covered by this form also involves a loss covered by another form made a part of this policy, only the coverage and Limits of Insurance provided by this form will apply. Coverage is subject to the limits of insurance shown below and outlined in the **LIMITS OF INSURANCE** Section below.

SCHEDULE

Product Recall Expense

Product Recall Each Occurrence Limit: **\$50,000.**

Participation: **10%**

COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

• Product Recall Expense

The exclusion for the **Recall of Products, Work or Impaired Property** is replaced by the following:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product," "your work" or "impaired property" if such product, work or property withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. But, this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product."

The following additional exclusions apply to this amendment:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval, or any cost incurred to regain customer approval; except as covered by the Customer Service Coverage Extensions.
4. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
9. "Bodily Injury" or "Property Damage;"
10. Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets or any other intellectual property right laws; or
11. "Product Recall Expense" you incur for "your products" which are excluded anywhere else in this policy, its forms or endorsements.

CUSTOMER SERVICE COVERAGE EXTENSIONS

The following coverage extensions apply:

1. "Customer Retention Costs"

If you incur "Product Recall Expenses" arising out of a "Covered Recall" we will reimburse you for "customer retention costs" you have paid during or after that "covered recall." However, the most we will reimburse you for under this coverage extension is the lesser of the amount of such costs or \$10,000.

The amount we reimburse you for "customer retention costs" is in addition to the Limit of Insurance.

2. "Customers Consequential Loss of Profit"

If you incur "Product Recall Expenses" arising out of a "Covered Recall," we will reimburse your customers at your direction, for "Customers Consequential Loss of Profit." However, the most we will reimburse each customer for under this coverage extension is the lesser of the amount of such costs or \$10,000 per customer.

The amount we reimburse your customers for "Customers Consequential Loss of Profit" is in addition to the Limit of Insurance. However, \$50,000 is the most we will pay for the sum of all "Customers Consequential Loss of Profit."

WHO IS AN INSURED

• Product Recall Amendment

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. But, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

LIMITS OF INSURANCE

• Product Recall Amendment

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limits is the most we will pay for the sum of:

- a. Damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard;" and
- b. "Product recall expenses."

The following paragraph is added to this section:

Subject to the application of the Each Occurrence Limit, the Product Recall Each Occurrence Limit shown in the schedule is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency after first subtracting any applicable participation percentage.

The participation percentage shown in the schedule will apply to each "covered recall" but only for loss amounts greater than the limits provided for Product Recall Expense covered by another form made a part of this policy. We will multiply these "product recall expenses" times the participation percentage. We will not pay that percentage.

COMMERCIAL GENERAL LIABILITY CONDITIONS

Product Recall Amendments

The following is added under **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense:"

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing and analysis and let us make copies of your books and records.

- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.
- (6) Cooperate with us in the investigation or settlement of the claim.

DEFINITIONS

• Covered Recall

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage."

• Customer Retention Costs

"Customer Retention Costs" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your products."

• Customers Consequential Loss of Profit

"Customers Consequential Loss of Profit" means the loss of profit incurred by your direct customers as a consequence of the "covered recall" of "your product" or the "covered recall" of their product because their product incorporated yours.

• Product Recall Expense

"Product Recall Expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons other than your regular "employees;"
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product," but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal and you incur such expenses exclusively for the purpose of recalling "your product;" and
- (8) Transportation expenses incurred to replace recalled products.

"Product Recall Expense" is subject to the limits provided in the **LIMITS OF INSURANCE** section of this form.

PRODUCT RECALL EXPENSE

COMMERCIAL GENERAL LIABILITY
CG 72 15 03 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. But if a loss covered by this form also involves a loss covered by another form made a part of this policy, only the coverage and Limits of Insurance provided by this form will apply. Coverage is subject to the limits of insurance shown below and outlined in the **LIMITS OF INSURANCE** Section below.

SCHEDULE

Product Recall Expense

Product Recall Each Occurrence Limit: **\$75,000.**

Participation: **10%**

COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

● Product Recall Expense

The exclusion for **the Recall of Products, Work or Impaired Property** is replaced by the following:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product," "your work" or "impaired property" if such product, work or property withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. But, this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product."

The following additional exclusions apply to this amendment:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval, or any cost incurred to regain customer approval; except as covered by the Customer Service Coverage Extensions.
4. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
2. "Customers Consequential Loss of Profit"

5. Expense or claim of the insured;

6. A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;

9. "Bodily Injury" or "Property Damage;"

10. Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets or any other intellectual property right laws; or

11. "Product Recall Expense" you incur for "your products" which are excluded anywhere else in this policy, its forms or endorsements.

CUSTOMER SERVICE COVERAGE EXTENSIONS

The following coverage extensions apply:

1. "Customer Retention Costs"

If you incur "Product Recall Expenses" arising out of a "Covered Recall" we will reimburse you for "customer retention costs" you have paid during or after that "covered recall." However, the most we will reimburse you for under this coverage extension is the lesser of the amount of such costs or \$10,000.

The amount we reimburse you for "customer retention costs" is in addition to the Limit of Insurance.

If you incur "Product Recall Expenses" arising out of a

"Covered Recall," we will reimburse your customers at your direction, for "Customers Consequential Loss of Profit." However, the most we will reimburse each customer for under this coverage extension is the lesser of the amount of such costs or \$10,000 per customer.

The amount we reimburse your customers for "Customers Consequential Loss of Profit" is in addition to the Limit of Insurance. However, \$50,000 is the most we will pay for the sum of all "Customers Consequential Loss of Profit."

WHO IS AN INSURED

● Product Recall Amendment

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. But, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

LIMITS OF INSURANCE

● Product Recall Amendment

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard;" and
- b. "Product recall expenses."

The following paragraph is added to this section:

Subject to the application of the Each Occurrence Limit, the Product Recall Each Occurrence Limit shown in the schedule is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency after first subtracting any applicable participation percentage.

The participation percentage shown in the schedule will apply to each "covered recall" but only for loss

amounts greater than those limits provided for Product Recall Expense covered by another form made a part of this policy. We will multiply these "product recall expenses" times the participation percentage. We will not pay that percentage.

COMMERCIAL GENERAL LIABILITY CONDITIONS

● Product Recall Amendments

The following is added under **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense:"

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing and analysis and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.
- (6) Cooperate with us in the investigation or settlement of the claim.

DEFINITIONS

● Covered Recall

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your

product" has resulted or will result in "bodily injury" or "property damage."

- **Customer Retention Costs**

"Customer Retention Costs" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your products."

- **Customers Consequential Loss of Profit**

"Customers Consequential Loss of Profit" means the loss of profit incurred by your direct customers as a consequence of the "covered recall" of "your product" or the "covered recall" of their product because their product incorporated yours.

- **Product Recall Expense**

"Product Recall Expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons other than your regular "employees;"
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expense to rent additional warehouse or storage space;
- (7) Disposal of "your product," but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal and you incur such expenses exclusively for the purpose of recalling "your product;" and
- (8) Transportation expenses incurred to replace recalled products.

"Product Recall Expense" is subject to the limits provided in the **LIMITS OF INSURANCE** section of this form.

WITHDRAWN

PRODUCT RECALL EXPENSE

COMMERCIAL GENERAL LIABILITY
CG 72 16 03 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. But if a loss covered by this form also involves a loss covered by another form made a part of this policy, only the coverage and Limits of Insurance provided by this form will apply. Coverage is subject to the limits of insurance shown below and outlined in the **LIMITS OF INSURANCE** Section below.

SCHEDULE

Product Recall Expense

Product Recall Each Occurrence Limit: **\$100,000.**

Participation: **10%**

COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

• Product Recall Expense

The exclusion for the **Recall of Products, Work or Impaired Property** is replaced by the following:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product," "your work" or "impaired property" if such product, work or property withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. But, this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product."

The following additional exclusions apply to this amendment:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval, or any cost incurred to regain customer approval; except as covered by the Customer Service Coverage Extensions.
4. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
9. "Bodily Injury" or "Property Damage;"
10. Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets or any other intellectual property right laws; or
11. "Product Recall Expense" you incur for "your products" which are excluded anywhere else in this policy, its forms or endorsements.

CUSTOMER SERVICE COVERAGE EXTENSIONS

The following coverage extensions apply:

1. "Customer Retention Costs"

If you incur "Product Recall Expenses" arising out of a "Covered Recall" we will reimburse you for "customer retention costs" you have paid during or after that "covered recall." However, the most we will reimburse you for under this coverage extension is the lesser of the amount of such costs or \$10,000.

The amount we reimburse you for "customer retention costs" is in addition to the Limit of Insurance.

2. "Customers Consequential Loss of Profit"

If you incur "Product Recall Expenses" arising out of a "Covered Recall," we will reimburse your customers at your direction, for "Customers Consequential Loss of Profit." However, the most we will reimburse each customer for under this coverage extension is the lesser of the amount of such costs or \$10,000 per customer.

The amount we reimburse your customers for "Customers Consequential Loss of Profit" is in addition to the Limit of Insurance. However, \$50,000 is the most we will pay for the sum of all "Customers Consequential Loss of Profit."

WHO IS AN INSURED

• Product Recall Amendment

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. But, **COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed any organization under this provision.

LIMITS OF INSURANCE

• Product Recall Amendment

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limits is the most we will pay for the sum of:

a. Damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard;" and

b. "Product recall expenses."

The following paragraph is added to this section:

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The participation percentage shown in the schedule will apply to each "covered recall" but only for loss amounts greater than those limits provided for Product Recall Expense covered by another form made a part of this policy. We will multiply these "product recall expenses" times the participation percentage. We will not pay that percentage.

COMMERCIAL GENERAL LIABILITY CONDITIONS

• Product Recall Amendments

The following is added under **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense:"

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing and analysis and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and

- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.
- (6) Cooperate with us in the investigation or settlement of the claim.

DEFINITIONS

• Covered Recall

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage."

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• Product Recall Expense

"Product Recall Expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons other than your regular "employees;"
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expense to rent additional warehouse or storage space;
- (7) Disposal of "your product," but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal and you incur such expenses exclusively for the purpose of recalling "your product;" and
- (8) Transportation expenses incurred to replace recalled products.

"Product Recall Expense" is subject to the limits provided in the **LIMITS OF INSURANCE** section of this form.

<i>SERFF Tracking Number:</i>	<i>SELC-125718786</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Selective Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>#? \$?</i>
<i>Company Tracking Number:</i>	<i>AAGL-26-08AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL ElitePac and Product Recall - WD</i>		
<i>Project Name/Number:</i>	<i>GL ElitePac and Product Recall - WD/AAGL-26-08AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125718786 State: Arkansas
Filing Company: Selective Insurance Company of America State Tracking Number: #? \$?
Company Tracking Number: AAGL-26-08AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL ElitePac and Product Recall - WD
Project Name/Number: GL ElitePac and Product Recall - WD/AAGL-26-08AR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 07/09/2008

Comments:

Attachment:

NAIC Transmittal 3-07.pdf

Satisfied -Name: Explanatory Memorandum

Review Status: Approved 07/09/2008

Comments:

Attachment:

Withdrawal of Product Recall Expense Endorsement _3_.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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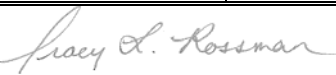
3.	Group Name	Group NAIC #
	Selective Insurance Group	242

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Selective Insurance Company of America	NJ	12572	22-1272390	

5. Company Tracking Number	AAGL-26-08AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Tracy Potter (Rossman)	State Filing Specialist	800-777-9656 x 1178	973-948-4538	tracy.potter@selective.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Tracy Potter (Rossman)

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	GL ElitePac and Product Recall
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 12-01-2008 Renewal: 12-01-2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	N/A		
17.	Reference Organization # & Title	N/A		
18.	Company's Date of Filing	7/1/2008		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AAGL-26-08AR
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Withdrawal of Product Recall Expense Endorsement Explanatory Memorandum

Under file number AAGL-20-08AR we received approval of a new Products Recall Endorsement, therefore; we would like to withdraw our old material.

The Product Recall Expense Endorsements and rule pages being withdrawn are:

CG 72 14 – Previously filed under AR DOI # SERT-645JTZ513, Company Tracking # 04F-GL-54AR

CG 72 15 - Previously filed under AR DOI # SERT-645JTZ513, Company Tracking # 04F-GL-54AR

CG 72 16 - Previously filed under AR DOI # SERT-645JTZ513, Company Tracking # 04F-GL-54AR

The corresponding Rule Pages are S-CG-E-30 1st Edition 11/2004 and S-CG-E-31 1st Edition 11/2004 which were No Filing Required.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p> <p>Check #: N/A Amount: N/A Withdrawal of old material only. Advised no fee.</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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